



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

NOTES OF CASES.

FORGERY—SUBJECT.—An instrument in the following form—"Mr. Sage: Please let this boy have a single rig—a good one—and oblige. I will bring it back myself. [Signed] George Clinger," is held in *Hickson v. State* (Neb.), 54 L. R. A. 327, to be the subject of forgery.

EVIDENCE—INCRIMINATING ANSWER.—A witness may not refuse to answer questions put to him in taking his deposition before a master on the ground that such answers would criminate him, when the questions do not show that such a result would be possible. *Rosendale v. McNulty* (R. I.), 50 Atl. 850.

EQUITY—REFORMATION OF INSTRUMENTS.—A chancellor invariably refuses to reform a written instrument on the testimony of a single witness. No conjectural hardship from failure to reform can condone the reformation of a contract upon vague and uncertain evidence. *In Re Sutch's Estate* (Pa.), 50 Atl. 943.

DIVORCE—ALIMONY—FINAL DECREE.—That a judgement for alimony in a divorce proceeding is subject to alteration from time to time by the court which rendered it is held in *Trowbridge v. Spinning* (Wash.), 54 L. R. A. 204, not to prevent its being a final decree which may be enforced in the courts of another State.

NEGLIGENCE—DRUGGISTS' PRESCRIPTION.—Negligence in putting up a prescription is held in *Burgess v. Sims Drug Co.* (Iowa), 54 L. R. A. 364, to render a druggist liable for injuries caused thereby, although the negligence is that of a registered pharmacist employed by him, which class alone is allowed by statute to fill prescriptions.

LIFE INSURANCE—WARRANTY—AGE.—If the age of an applicant be not as given in the application, it is immaterial whether it was intentionally and wilfully false. If it was, as a matter of fact, false, there is a breach of warranty. *Dinan v. Supreme Council &c.* (Pa.), 50 Atl. 999. See alteration of this harsh rule by Virginia Statute, Acts 1899-1900, p. 550.

PARTNERSHIP—DIVISION OF PROFITS.—In the absence of any agreement between parties, the presumption is that the profits are to be divided equally and not in proportion to their respective contributions to the capital. *Broadfoot v. Fraser* (Vt.), 50 Atl. 1054. Citing *Lindley on Partnership*, *348, *349; *Paul v. Cul-lum*, 132 U. S. 539; *Peacock v. Peacock*, 16 Ves. 49, 19 Eng. Rul. Cas. 549.

STATUTE OF LIMITATIONS—NON-RESIDENCE OF DEFENDANT.—In case a defendant, once resident of the State, departs and resides out of it before a personal judgment against him, the time of his residence abroad is held in *Hogg v. Hartley* (W. Va.), 54 L. R. A. 215, not to excuse the judgment from the statute of limitations, although he was a resident when the cause of action on which the judgment rests arose or accrued.